

RECORDING REQUESTED BY:
The Richard Hammond Company, Inc.
3274 Martin Road
Carmel, California 93923

WHEN RECORDED, MAIL TO:
Department of Toxic Substances Control
Region 2
700 Heinz Avenue, Suite 200
Berkeley, California 94710-2721
Attention: Barbara Cook, Chief
Northern California Coastal Cleanup
Operations Branch



2002-0043972

Recorded
Official Records
County Of
SANTA CRUZ
RICHARD W. BEDAL
Recorder

REC FEE 76.00
CC CONF .00

11:16AM 19-Jun-2002

BLS
Page 1 of 24

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: APN # 017-162-26 entitled "California Spray and Chemical Company [CalSpray] Site,
Watsonville, Santa Cruz County, California")

This Covenant and Agreement ("Covenant") is made by and between The Richard Hammond Company, Inc. (the "Covenantor"), the current owner of property situated in Watsonville, County of Santa Cruz, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree that the use of the Property be restricted as set forth in this Covenant.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 2.5 acres is more particularly described and depicted in **Exhibit "A"**, attached hereto and incorporated herein by this reference. The Property is located at 135 Walker Street in the city of Watsonville, Santa Cruz County, State of California.

A site location map is presented as **Exhibit "B"**. This property is more specifically described as Santa Cruz County Assessor's Parcel Number 017-162-26. Retired Santa Cruz County APNs 017-162-20, 017-162-23, 017-162-24, and 017-162-25 have been consolidated into the current 017-162-26 parcel.

1.02. Chevron Chemical Company is remediating the Property under the supervision and authority of the Department. The Property is being remediated pursuant to a Removal Action Workplan pursuant to Chapter 6.8 of Division 20 of the H&SC. Because hazardous substances, as defined in H&SC section 25316, which are also hazardous materials as defined in H&SC section 25260, including lead and arsenic, remain in the soil in and under portions of the Property, the Removal Action Workplan provides that a deed restriction be required as part of the site remediation. The Department circulated the Removal Action Workplan, together with a draft negative declaration pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq. for public review and comment. The Removal Action Workplan and the negative declaration were approved by the Department on April 4, 2001. Remediation includes installing and maintaining an asphalt concrete cover ("Cap") over the Capped Property. The Cap consists of base rock, structurally strengthening geotextile material, and asphalt concrete, as more particularly described in the engineering drawing attached as **Exhibit "C"** hereto. The response action also includes the installation and operation of groundwater monitoring wells ("Monitoring Wells"). The Monitoring Well locations are presented in **Exhibit "D"**. The operation and maintenance of the Cap and Monitoring Wells is pursuant to an Operation and Maintenance Plan incorporated into the Operation and Maintenance Agreement between Chevron Chemical Company and the Department dated May 13, 2002.

1.03. The contaminants of concern in soil and its concentration ranges beneath the asphalt cap are as follow: lead (2.1 - 11,300 mg/kg) and arsenic (<5 - 21,400 mg/kg). The Department

concluded that the Property, as remediated, does not present an unacceptable threat to human safety or the environment, if limited to commercial and industrial use.

Groundwater at the property occurs approximately 25 feet below ground surface. Contaminants and the highest detected concentrations in groundwater are as follow: lead (10.5 µg/L), 1,2-dichloroethane (2.4 µg/L), and arsenic (11 µg/L). 1,2-dichloroethane was detected in only one groundwater sample from a location well outside of the former CalSpray property boundary. Volatile organic compounds were also not used during CalSpray operations. Subsequent sampling for pesticides and PCBs indicate no detection. California Drinking Water Standards are lead at 15 µg/L, 1,2 dichloroethane at 0.5 µg/L, and arsenic at 50 µg/L. The Department concludes that the groundwater does not present an unacceptable threat to human health and safety.

ARTICLE II

DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold,

hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.02. Soil Management

- (a) No activities that will disturb the soil at or below 1 foot below grade (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed on the Property without a Soil Management Plan and a Health and Safety Plan approved by the Department.
- (b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating in the Property below the ground surface.

4.03. Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) Raising of food (cattle, food crops);
- (b) Extraction of groundwater for purposes other than site remediation or construction dewatering.

4.04. Non-Interference with Cap. Covenantor agrees:

- (a) Activities that may disturb the Cap (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Capped Property without prior review and approval by the Department.
- (b) All uses and development of the Capped Property shall preserve the integrity of the Cap.

- (c) The Cap shall not be altered without written approval by the Department.
- (d) Covenantor shall notify the Department of each of the following: (i) the type, cause, location and date of any damage to the Cap and (ii) the type and date of repair of such damage. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

4.05. Non-Interference with Groundwater Monitoring Wells. Covenantor agrees:

- (a) Activities that may disturb the Groundwater Monitoring Wells (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Property without prior review and approval by the Department.
- (b) All uses and development of the Property shall preserve the integrity and physical accessibility to the Groundwater Monitoring Wells.
- (c) The Groundwater Monitoring Wells shall not be altered without written approval by the Department.
- (d) Covenantor shall notify the Department of each of the following: (i) the type, cause, location and date of any damage to the Groundwater Monitoring Wells and (ii) the type and date of repair of such damage. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

4.06. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.07. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the Operation and Maintenance Agreement shall have reasonable right

of entry and access to the Property for the purpose of implementing the Operation and Maintenance Agreement until the Department determines that no further Operation and Maintenance is required.

ARTICLE V

ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department to require that the Covenantor or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas), constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant shall be grounds for the Department to file civil or criminal actions as provided by law.

ARTICLE VI

VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233.

6.02 Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234.

6.03 Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Santa Clara ^{CR02 BAH bse} within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

The Richard Hammond Company, Inc.
3274 Martin Road
Carmel, California 93923

To Department:

Barbara Cook, P.E., Chief
Northern California Coastal Cleanup Operations Branch
Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, California 94710-2721

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been

included herein.

7.06 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

By:

Richard A. Hammond

Title:

The Richard Hammond Company, Inc.

Date:

5/15/02

Department of Toxic Substances Control

By:

Barbara J. Cook

Title:

Barbara Cook, P.E., Chief
Northern California Coastal Cleanup Operations Branch

Date:

May 17, 2002



ALL-PURPOSE ACKNOWLEDGMENT

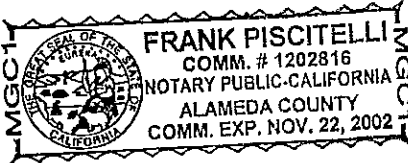
FRANK PISCITELLI
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
EXP. NOV. 22, 2002

State of California

County of ALAMEDA } ss.

On 5/17/02 before me, FRANK PISCITELLI,
(DATE) (NOTARY)
personally appeared BARBARA JEAN COOK
SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Coverlet to Rental Unit
TITLE OR TYPE OF DOCUMENT

Multiple
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OTHER

STATE OF CALIFORNIA

COUNTY OF Monterey } SS.

On 5.15.02, before me, Cathy M. Bonanno,

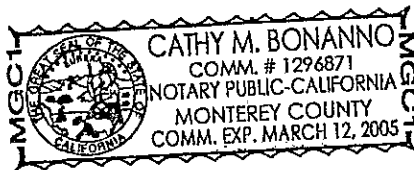
personally appeared Richard Hammond

personally known to me (or proved to be on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the Instrument.

WITNESS my hand and official seal.

Signature Cathy M. Bonanno

(This area for official notarial seal)



I CERTIFY UNDER PENALTY OF PERJURY THAT THE "NOTARY SEAL" ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY Cathy M. Bonanno

DATE COMMISSION EXPIRES March 12, 2005

PLACE OF EXECUTION _____

DATE _____

(Govt. Code, Sec. 27361.7)

Signature (Firm Name If Any) _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

RECORDING REQUESTED BY

BACHAN, SKILLICORN & MARINOVICH

AND WHEN RECORDED MAIL TO

BACHAN, SKILLICORN & MARINOVICH
POST OFFICE BOX 309
WATSONVILLE CA 95077-0309

MAIL TAX STATEMENTS TO
RICHARD HAMMOND COMPANY, INC
3274 MARTIN RD.
CARMEL, CA 93923

96-028/ecm



2001-0047665

Recorded
Official Records
County Of
SANTA CRUZ
RICHARD W. BEDAL
Recorder

REC FEE 16.00

09:39AM 01-Aug-2001 BLS
Page 1 of 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ None- Change of Company Name

- () computed on full value of property conveyed, or
() computed on full value less liens and encumbrances remaining at time of sale.
(X) Incorporated area: () City of Watsonville, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE RICHARD HAMMOND COMPANY, INC., a corporation, formerly CONTAINER EQUIPMENT COMPANY, a corporation
and CONTAINER EQUIPMENT COMPANY, INC., a corporation

hereby remises, releases and quitclaims to THE RICHARD HAMMOND COMPANY, INC., a corporation

the following described real property in the County of Santa Cruz, State of California:

APN: 017-162-26

SEE SCHEDULE "A" ATTACHED HERETO AND THEREFORE MADE A PART HEREOF

DATED: 7/27, 2001

THE RICHARD HAMMOND COMPANY, INC, a Corporation

By Richard B. Hammond
President

By Barbara A. Hammond
Secretary

STATE OF CALIFORNIA)

COUNTY OF SANTA CRUZ)

On July 27, 2001, before me, T.H. SKILLICORN, a Notary Public, personally appeared RICHARD B. HAMMOND and BARBARA HAMMOND, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

T.H. Skillicorn
T.H. SKILLICORN, Notary Public

EXHIBIT "A"

The land referred to herein is described as follows:

SITUATE IN THE CITY OF WATSONVILLE, COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING ON THE SOUTHWESTERN SIDE OF WALKER STREET, AT THE MOST NORTHERN CORNER OF LANDS NOW OR FORMERLY OWNED BY ONE MOREHEAD, AND RUNNING THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID MOREHEAD LANDS AND ALONG LANDS FORMERLY OWNED BY MCSHERRY AND JESSEN SOUTH 43° 48' WEST 264.20 FEET; THENCE SOUTH 48° 39' EAST 10.00 FEET; THENCE ALONG THE NORTHWESTERN BOUNDARY OF LANDS NOW OR FORMERLY OWNED BY LINDBERG-SULLIVAN AND OKSEN SOUTH 45° 34' WEST 121.00 FEET TO LOCUST STREET, FROM WHICH POINT THE NORTHWESTERN CURB LINE ON FIRST STREET BEARS SOUTH 41° EAST 160.20 FEET DISTANT; THENCE ALONG THE NORTHEASTERLY WALL LINE OF LOCUST STREET NORTH 41° WEST 100 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF LAND CONVEYED BY NIS LINDBERG TO NICOLENE NILSENE LINDBERG BY DEED RECORDED JULY 18, 1940 IN VOLUME 390 PAGE 422 OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE LEAVING LOCUST STREET AND ALONG THE EASTERLY LINE OF SAID LAND OF LINDBERG NORTH 45° 34' EAST 108.70 FEET; THENCE NORTH 48° 39' WEST 80.30 FEET; THENCE ALONG THE SOUTHEASTERN BOUNDARY OF LANDS NOW OR FORMERLY OWNED BY MILLER AND PISTA NORTH 38° 42' EAST 259.57 FEET TO WALKER STREET AND THENCE ALONG THE SAID SOUTHWESTERN SIDE THEREOF SOUTH 50° EAST 193.50 FEET TO THE PLACE OF BEGINNING.

PARCEL TWO:

BEGINNING ON THE NORTHEASTERLY WALL LINE OF LOCUST STREET IN SAID CITY AT THE NORTHWESTERLY CORNER OF LAND NOW OR FORMERLY OF F. J. RODGERS, ET AL., THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT OF LAND OF F. J. RODGERS ET AL, 108.7 FEET, A LITTLE MORE OR LESS, TO AN ANGLE IN THE NORTHWESTERLY BOUNDARY OF THE SAID RODGERS TRACT; THENCE NORTHWESTERLY ALONG THE LINE OF SAID RODGERS TRACT 76.6 FEET, A LITTLE MORE OR LESS, TO A LOT NOW OR FORMERLY OF MILLER; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY SIDE OF SAID MILLER LOT 93.7 FEET TO THE NORTHEASTERLY WALL LINE OF LOCUST STREET; THENCE IN A SOUTHERLY DIRECTION ALONG THE SAID NORTHEASTERLY SIDE OF LOCUST STREET 61.10 FEET, TO THE PLACE OF BEGINNING.

PARCEL THREE:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERN WALL LINE OF FIRST STREET WITH THE SOUTHWESTERN WALL LINE OF WALKER STREET AND RUNNING THENCE ALONG THE SAID SOUTHWESTERN SIDE OF WALKER STREET NORTH 50° WEST 194 FEET; THENCE LEAVING WALKER STREET SOUTH 44° 2' WEST 134.3 FEET; THENCE SOUTH 41 1/2° EAST 180 FEET TO THE AFORESAID NORTHWESTERN WALL LINE OF FIRST STREET, AND THENCE ALONG SAID NORTHWESTERN WALL LINE THEREOF NORTH 49° EAST 162.5 FEET TO

EXHIBIT "A"

PARCEL THREE CONTINUED:

THE PLACE OF BEGINNING; AND BEING THE SAME LANDS AS DEEDED BY LAURA L. GOUGH AND PAUL H. GOUGH TO GEORGE A. MOREHEAD BY DEED DATED NOVEMBER 2, 1905 AND RECORDED IN VOLUME 177 OF DEEDS AT PAGE 223, SANTA CRUZ COUNTY RECORDS, AND ALSO THE LANDS DEEDED BY ESTHER C. BRIMSON AND J.M. BRIMSON TO GEORGE A. MOREHEAD BY DEED DATED FEBRUARY 24, 1906 AND RECORDED IN VOLUME 180 OF DEEDS AT PAGE 68, SANTA CRUZ COUNTY RECORDS.

SAVE AND EXCEPTING THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERN WALL LINE OF FIRST STREET WITH THE SOUTHWESTERN WALL LINE OF WALKER STREET; THENCE ALONG SAID SOUTHWESTERN LINE N. 48° 31' 02" W., 130.69 FEET; THENCE FROM A TANGENT THAT BEARS S. 48° 31' 02" E., ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 22.00 FEET, THROUGH AN ANGLE OF 98° 49' 00", AN ARC LENGTH OF 37.94 FEET; THENCE S. 50° 17' 58" W., 121.24 FEET TO THE LINE COMMON TO THE LANDS NOW OR FORMERLY OF ELWIN MANN, ET AL., AND OF CONTAINER EQUIPMENT CO.; THENCE ALONG SAID COMMON LINE S. 39° 59' 02" E., 103.01 FEET TO SAID NORTHWESTERN LINE OF FIRST STREET; THENCE ALONG LAST SAID LINE N. 50° 34' 16" E., 162.50 FEET TO THE POINT OF COMMENCEMENT.

PARCEL FOUR:

BEGINNING ON THE NORTHEAST LINE OF LOCUST STREET AT THE WEST CORNER OF THE LANDS CONVEYED BY BERNARDO S. YBARRA, ET UX, TO STATE OF CALIFORNIA BY DEED RECORDED IN VOLUME 1579, PAGE 736, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, AND RUNNING THENCE FROM SAID POINT OF BEGINNING SOUTH 40° 21' 44" EAST ALONG SAID NORTHEAST LINE OF LOCUST STREET 26.53 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT ON A RADIUS OF 22.00 FEET THROUGH AN ANGLE OF 89° 20' 18" FOR AN ARC LENGTH OF 34.30 FEET TO THE NORTHWEST LINE OF RIVERSIDE DRIVE; THENCE NORTH 50° 17' 58" EAST ALONG LAST NAMED LINE 174.72 FEET TO THE SOUTH CORNER OF PARCEL 2 OF THE LANDS CONVEYED BY CARROL J. RODGERS, ET AL., TO CONTAINER EQUIPMENT COMPANY, A CORPORATION, BY DEED RECORDED IN VOLUME 851, PAGE 451, OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE NORTHWESTERLY ALONG THE SOUTHWEST LINE OF LAST NAMED PARCEL 2 A DISTANCE OF 80 FEET, A LITTLE MORE OR LESS, TO THE SOUTHEAST LINE OF PARCEL 1 OF LAST NAMED DEED; THENCE ALONG LAST NAMED LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 43° 48' WEST 75 FEET, A LITTLE MORE OR LESS, TO AN ANGLE THEREIN, SOUTH 48° 39' EAST 10.00 FEET AND SOUTH 45° 34' WEST 121.00 FEET TO THE POINT OF BEGINNING. THE ABOVE BEARINGS AND DISTANCES ARE COMPILED FROM RECORDED DEEDS.

PARCEL FIVE:

BEGINNING ON THE NORTHWESTERLY SIDE OF FIRST STREET AT THE MOST SOUTHERLY CORNER OF A LOT OF LAND CONVEYED BY THEODORE BARNHOUSE AND WIFE TO ESTHER C. BRIMSON BY DEED DATED FEBRUARY 10, 1903,

EXHIBIT "A"

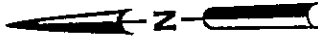
PARCEL FIVE CONTINUED:

RECORDED IN VOLUME 151 OF DEEDS, PAGE 150, ET SEQ., RECORDS OF SANTA CRUZ COUNTY; THENCE RUNNING NORTHWESTERLY ALONG THE LINE OF SAID LAST MENTIONED LOT OF LAND, 180 FEET, A LITTLE MORE OR LESS, TO LAND NOW OR FORMERLY OF JOHN R. MARLOW; THENCE SOUTHWESTERLY AND ALONG THE SOUTHERLY LINE OF SAID LAND OF MARLOW AND APPROXIMATELY PARALLEL WITH FIRST STREET, 55 FEET TO LAND OF JESSEN; THENCE SOUTHEASTERLY AND ALONG THE NORTHEASTERLY LINE OF SAID LAND OF JESSEN AND PARALLEL WITH SAID FIRST MENTIONED LINE 180 FEET, A LITTLE MORE OR LESS, TO THE SAID NORTHWESTERLY SIDE OF FIRST STREET; THENCE NORTHEASTERLY ALONG THE SAID NORTHWESTERLY SIDE OF FIRST STREET, 55 FEET TO THE PLACE OF BEGINNING, AND THE LAND ABOVE MENTIONED AS BEING OF JESSEN, BEING NOW OR FORMERLY OWNED BY HIM. BEING THE SAME LOT OF LAND CONVEYED BY THOMAS B. DAKAN AS COMMISSIONER TO MARY J. YOACHAM BY DEED DATED JUNE 11, 1906 AND RECORDED IN VOLUME 183 OF DEEDS, PAGE 181, RECORDS OF SANTA CRUZ COUNTY.

EXCEPTING THEREFROM THAT PORTION CONTAINED IN THE DEED FROM CONTAINER EQUIPMENT COMPANY, A CORPORATION, TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 15, 1965 IN VOLUME 1735, PAGE 110, OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

APN:

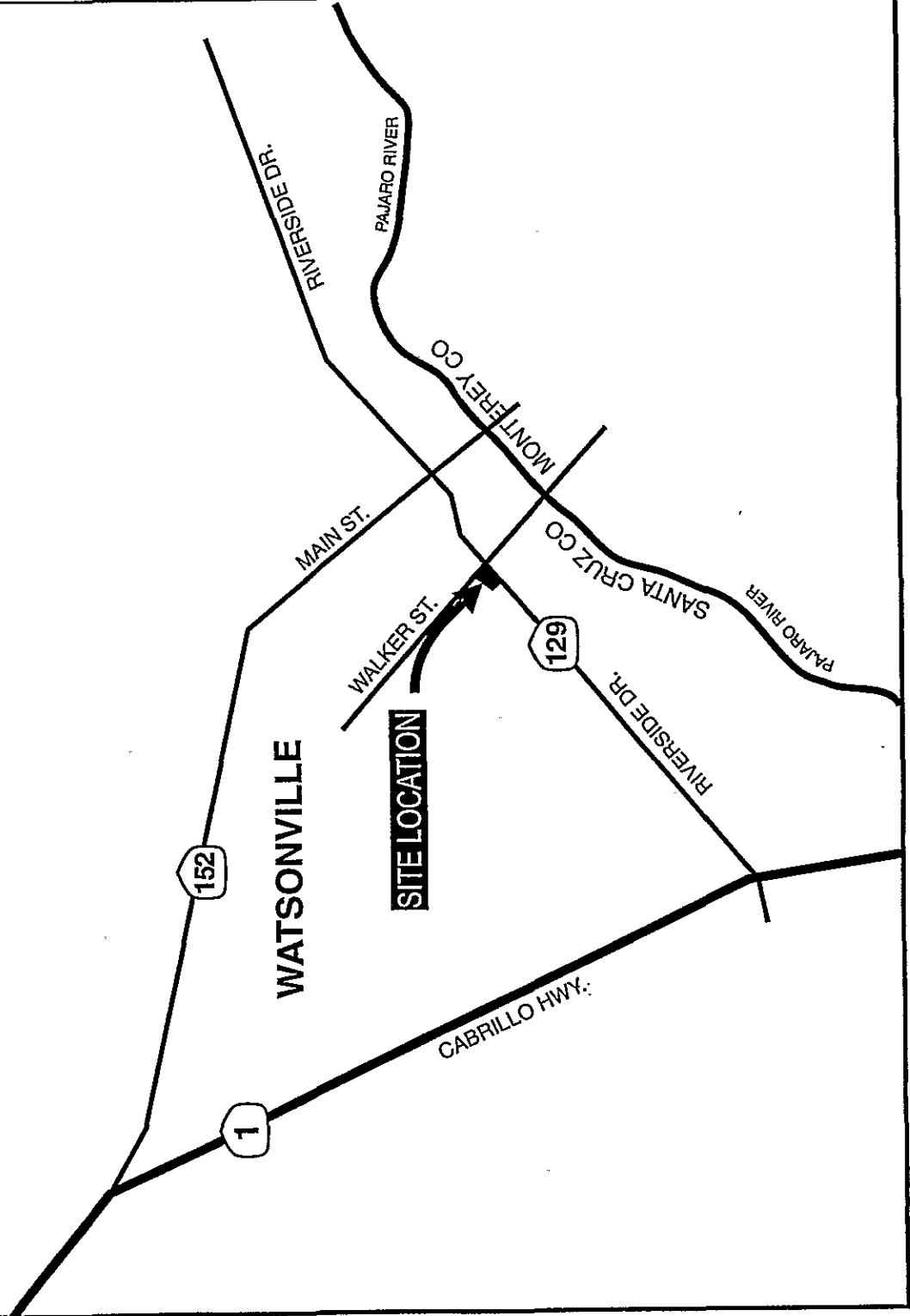
EXHIBIT B
SITE LOCATION MAP



0 2000

Scale in Feet

Figure 1
Site Location
Cal Spray Site
135 Walker Street
Watsonville, CA



CH2MHILL

EXHIBIT C

CAP LOCATION AND CONSTRUCTION
SPECIFICATIONS

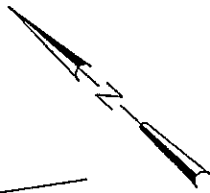
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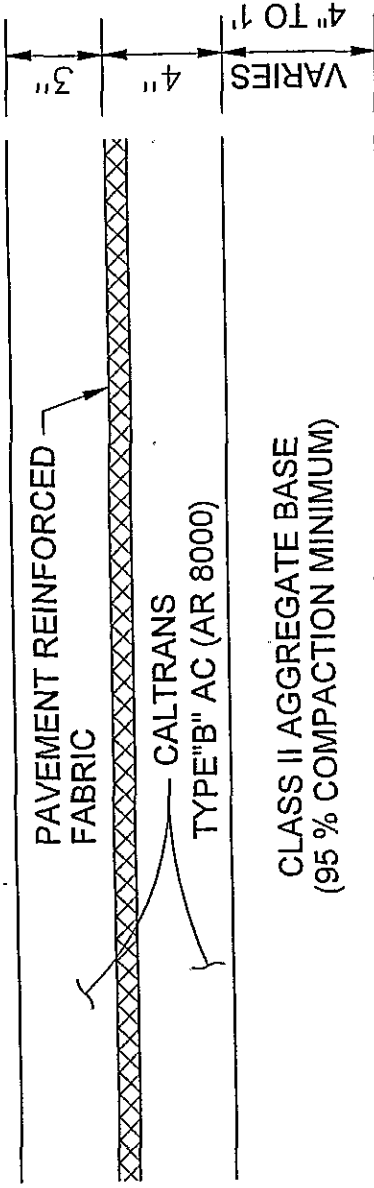
RIVERSIDE DR

LIMIT OF ASPHALT CAP
(DETAIL 7)

ASPHALT CAP LOCATION
CHEVRON CAL SPRAY PROJECT
WATSONVILLE, CA

CH2MHILL





SEE NOTE 1

DETAIL

7

ASPHALT CONCRETE (AC)
PAVEMENT SECTION
NTS

NOTES:

1. APPLY "ROAD OYL" BETWEEN AGGREGATE BASE MATERIAL AND EXISTING GROUND MATERIAL.

CONSTRUCTION DETAILS
CHEVRON CAL SPRAY PROJECT
WATSONVILLE, CA

CH2MHILL

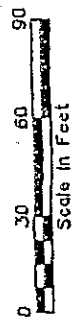
EXHIBIT D

GROUNDWATER MONITORING WELL
LOCATIONS

LEGEND

● MONITORING WELL

□ AREA COVERED BY CAP



Monitoring Well Locations
Cal Spray Site
Watsonville, CA

RIVERSIDE DR

CH2M HILL

WALKER ST

MW-1

MW-2

LOCUST ST

MW-3

Monitoring Well Coordinates
 CAL SPRAY SITE
 135 WALKER STREET
 WATSONVILLE, CALIFORNIA

Well Name	State Plane NAD 83		Top of PVC Casing
	Northing	Easting	Elevation (ft NGVD)
MW-1	25197.51	50061.82	25.55
MW-2	24986.85	50182.45	25.28
MW-3	24814.45	49926.25	23.38